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4 Pages



Suzanne Henderson

AMENDMENT TO OIL AND GAS LEASE

STATE OF TEXAS §

COUNTY OF TARRANT §

WHEREAS, by instrument dated November 21, 2008, but effective as of June 1, 2008, Beverly C. James Revocable Trust, Houston Trust Company, Trustee, as Lessor, granted an Oil and Gas Lease in favor Carrizo Oil & Gas, Inc., as Lessee, a Memorandum of said lease being recorded under Document No. D209014993 of the Official Public Records of Tarrant County, Texas (hereinafter referred to as the "Lease");

WHEREAS, it is the intent of Lessor and Lessee to modify language in the Lease;

NOW, THEREFORE, for value received, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee do hereby amend the Lease as to Section 8 (A) by deleting in its entirety the following provision:

Pooled units for horizontal wells: If operations are for or production is from a horizontal well, Lessee may pool if all of the Land is included in the pooled unit.

Lessor and Lessee agree to substitute the provision above with the following provision:

Pooled units for horizontal wells: If operations are for or production is from a horizontal well which is classified by the appropriate state or other governmental regulatory agency or commission having jurisdiction:

- (i) As an oil well, Lessee may pool to the extent that at least 50% of the Land is included in the pooled unit; and
- (ii) As a gas well, Lessee may pool to the extent that at least 50% of the Land is included in the pooled unit.

Other than the amended paragraph herein set out, the Lease shall remain in full force and effect, and Lessor hereby ratifies, adopts, and confirms the Lease, as hereby amended, and hereby grants, leases, and lets unto Carrizo Oil & Gas, Inc., the present owner of the Lease, the leased premises described in the Lease, based on the terms, conditions, and provisions contained in the Lease.

This Amendment to Oil and Gas Lease shall be binding for all purposes on Lessor and Lessee, and their respective heirs, successors and assigns.

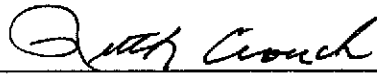
**PURSUANT TO SECTION 18 OF THE LEASE, THIS SEPARATE AGREEMENT
AMENDS THE LEASE AS STATED ABOVE AND SHALL PROVIDE NOTICE TO THE
PARTIES THERETO OF SAID LEASE AMENDMENT.**

Executed this 1st day of JUNE, 2009, but made effective for all purposes as of
the 1st day of June, 2008.

LESSOR:

Beverly C. James Revocable Trust

Houston Trust Company, Trustee

By: 

Printed Name: RUTH CROUCH

Title: VICE PRESIDENT

LESSEE:

Carrizo Oil & Gas, Inc.

Andrew R. Agosto, Vice President

By: 

Printed Name: ANDREW R. AGOSTO

Title: VICE PRESIDENT

ACKNOWLEDGMENTS

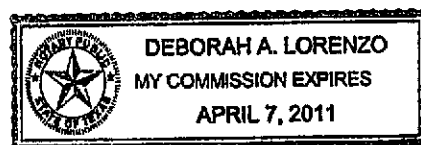
STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on the 1st day of June, 2009, by ROTH CROUCH, as VICE PRESIDENT of the Houston Trust Company, Trustee of the Beverly C. James Revocable Trust.

My Commission Expires: April 7, 2011


Notary Public-State of Texas

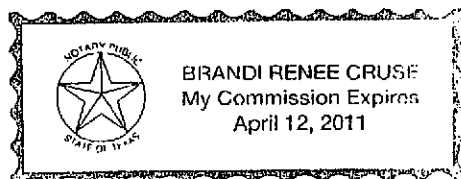


STATE OF TEXAS §

COUNTY OF Harris §

This instrument was acknowledged before me on the 30th day of June, 2009, by Andrew R. Agosto, Vice President of Carrizo Oil & Gas, Inc., on behalf of the corporation.

My Commission Expires: 4-12-11




Notary Public-State of Texas

